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part of those which the legislature made subject to its operation by the plain terms of the law and would thus make a new statute. For these reasons the Act of 1901 * * * is unconstitutional and void." Again, "The words of the statute are plain and clear, so that there is not room for construction." This case is important not so much as affirming the rule that the process of a state cannot be extended to foreign corporations not engaged in business therein—that was already incontrovertibly settled—but it is important rather as interpreting the Statute of Feb. 16, 1901. Was this statute to be interpreted literally or in connection with earlier enacted statutes *in pari materia* with it? The court here construes it literally.

CONTRACT TO DEVISE—PAROL EVIDENCE TO VARY CONSIDERATION EXPRESSED IN A DEED.—Decedent promised his daughter that if she would come and live with him, he would give her the property in controversy at his death. Subsequently he entered into a contract for the sale of this property to a third person and later gave a deed to his daughter. In an action by the third party to have the contract specifically performed, *held*, that the daughter could not contradict the consideration in the deed which recited that it was given for love and affection. *Lawson v. Mullinix* (1906), — Md. —, 64 Atl. Rep. 938.

The question as to what extent the consideration clause in a deed may be altered or varied, whether the deed be expressed to be given upon a good or a valuable consideration, is one that has troubled the courts considerably and the decision in the principal case is interesting from this viewpoint. The general rule is that parol evidence is inadmissible to prove a consideration inconsistent with that expressed in a deed. *Murphy v. Branch Bank*, 16 Ala. 90; *Peck v. Vandenburg*, 30 Cal. 11; *Meeker v. Meeker*, 16 Conn. 383; *Puttman v. Haltey*, 24 Iowa 425; *Hart v. Clark*, 5 Mart. O. S. 614. If it is consistent with that which is expressed and does not alter the effect of the instrument, it may be shown by parol. *Steed v. Hinson*, 76 Ala. 298; *Coles v. Soulsby*, 21 Cal. 47; *Miller v. Edgerton*, 38 Kan. 36; *Miller v. Goodwin*, 74 Mass. 542; *Hannan v. Oxley*, 23 Wis. 519. On the general principle above stated there is no apparent conflict, but in applying it to a given statement of facts, harmonious results have not always been reached. The court has laid great stress upon this rule in the principal case. But it seems that the case might have been decided upon a simpler ground. Decedent having complete control of the property for some time previous to the making of the contract, and there being nothing to indicate that any other person had an outstanding interest, the vendee became an innocent purchaser for value without notice of any lien on the property. Whether the conveyance was voluntary or not, and whether the daughter was concluded from setting up any different consideration than the one recited in the deed which she has accepted, are questions that become of little importance, it having been found that the purchaser under the contract had entered into the agreement in perfect good faith and without notice of any rights existing in third persons.

CORPORATIONS—APPLICATION FOR SHARES—CONTRACTS.—The organizers of a corporation in allotting shares to subscribers, disregarded the application of plaintiff made in response to the solicitation of their agent and to a letter